

1897-055 Chancery Causes: Pennington Cap Improvement Co] vs. Wash Craft
Lee Co.

Pennington

Ch- Debt
T- Property

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County:-

Humbly complaining, your orator, the Pennington's Gap Improvement Company, a corporation organized and created under the laws of Virginia, and doing business therein, respectfully represents unto your honor, and alleges, that on the 17th day of ~~January~~ *January*, 1894, it sold and conveyed to one *Wash Craft* lot Number *two* in block No. ~~one~~ *one*, in the town of Pennington Gap, Lee County, Virginia, for the sum of ~~\$175.00~~ *\$175.00*; that at the time of sale and conveyance, he paid down on the purchase price of said lot, ~~\$58.34~~ *\$58.34* and executed his two notes for ~~\$58.34~~ *\$58.34* each, due and payable in one and two years from date, and bearing interest from date of sale; that in said deed of conveyance, your orator reserved a vendor's lien on said lot for said deferred payments; and that each and all said deferred payments are still due and unpaid to your orator.

Your orator will further represent unto your Honor, that when it made its said deed to said lot, it delivered the same to the said *Craft*, who has never had the same put upon record, and he having the original, your orator is unable to file a copy of its deed to said *Craft*; but your orator here files the notes which said Reese executed for the deferred payment on said lot of land, as exhibit "A & B", which are prayed to be taken as part of this bill. And your orator will farther allege and charge that its said vendor's lien, is the only lien upon said ^{of} land. And your orator will further allege and charge that the said *Craft* is a non-resident of this Commonwealth.

Now your orator is advised that it has rights in this matter, but such are only enforceable in a court of equity. Its prayer therefore, is, that your honor take cognizance of its cause, and make said *Wash Craft* a party defendant to this bill, that he be required to answer the, and several allegations of this bill, and file with his answer the deed which your orator made him for said lot, but he need not answer on oath, that being waived; that an order of publication be made for said *Craft*, as the law requires for non-residents; that on a hearing of this cause, your orator be declared to have a vendor's lien upon said lot of land for the sum of \$150.00, with interest thereon from the 18th.

day of Nov.,

-2-

1890, till paid, and the costs of this suit: that if said sum be not paid within a reasonable time from the trial of this cause, then and in that event, said lot, ~~or~~ enough thereof to pay said debt and costs of this suit be sold to pay the same; and if the sale of said lot does not bring a sum sufficient to pay sum of money, its interest and the costs of this suit, then, your orator be given a judgement for the residue against the said ~~craft~~. And that all ~~other~~ other, further, and general relief be granted unto your orator, as the nature of its cause may require to accord with equity. May process issue etc. And your orator will ever pray etc.

Pennington Bros. B.O.

\$ 58 34

Pennington's Gap, Lee Co., Va.,

Jan 17 1891

One year after date, with interest from date, I

promise to pay to the order of Pennington's Gap Improvement Company

Fifty Eight & 34/100 DOLLARS,

negotiable and payable at Twice, New Br, being the first

deferred installment of the purchase price of Lot No. 2, in Block No. 1,

Plat No. 1, of the town of Pennington's Gap, and I hereby waive the benefit

of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

Wash, Craft.

Due Jan 17 1892

Address, Whitening St

\$ 58 33

Pennington's Gap, Lee Co., Va., Jan 17 1891

Two Years after date, with interest from date, I

promise to pay to the order of Pennington's Gap Improvement Company

Fifty Eight 33 100 DOLLARS,

negotiable and payable at Town of Pennington's Gap, being the second

deferred installment of the purchase price of Lot No. 2, in Block No. 1,

Plat No. 1, of the town of Pennington's Gap, and I hereby waive the benefit of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

Wm. H. Craft.

Due Jan 17 1893.

Address, Whitesburg Ky

Cunnington's Gap
Imprisonment Co.

vs. } Bill

Wash Craft.

1897. 1st May rules & pa not
executed O. P. for non return
" 2nd May rules O. P. Com-
plete and cause set for
hearing.

Pennington's Safe Improvement Co. Compt.

vs

Wash Craft Deft

} In Chancery.

This Cause came on again this day to be heard upon the papers formerly read therein, and the report of Court. R. L. Pennington with his deed to the Pennington's Safe Improvement Company filed herein on Nov. 6th 1897, which report is now replied to, and was argued by Counsel: On consideration of all which, it is adjudged, ordered and decreed that said report be and is hereby confirmed; and that said Company pay to said R. L. Pennington the sum of five dollars for his services in making said deed, and said Company is allowed to withdraw said deed from the files of the papers in this cause when it shall so desire. And this cause stricken from the docket.

Im. sap. lufosia

vs *Deer*
final

Wash Craft

Eu. C. O. B. No. 6 p. 63.

Enter this

Nov 6 1897

W. L. M.

Cunnington's Gas Improvement Co. }
vs. } In Chancery.
Wash Craft }
vs. }
Duff. }

This cause came on this day to be heard upon the papers formerly read therein and the report of Court. E. W. Cunningham filed on Sept. 19th, 1877, and was argued by counsel: On consideration of all which, (it appearing that said report and sale are unexcepted to) it is adjudged, ordered and decreed that said report and sale of said lot of land be confirmed to said Cunningham's Gas Improvement Co., and R. L. Cunningham, who is hereby appointed a special Comr. for the purpose with make said Company a deed to said lot of land as soon as practicable, and report his action to Court, to which time this cause is continued.

Dunington Gap
Improvement Co

vol } Dress
 No. 2

Wash Craft

Eu. C. O. B. No. 6 p. 40

Enter this

Nov 4 1897

M. L. M.

Pennington's Exr. Supro. vs. Compt-
vs.
Wash Compt- Asst- } In Chancery.

This cause came on this day to be heard upon the bill of the Complainant and exhibits filed therewith; and it appearing that order of publication has been duly made, published and posted and completed 15 days before the first day of this term of the Court, and against said defendant and he failing to appear, on motion of said Complainant, by its counsel, ~~it is adjudged ordered~~ said bill is taken for confessed: On consideration of all which and for reasons appearing to the Court, it is adjudged, ordered and decreed that said Complainant recover from said defendant the sum of \$166.67 with legal interest thereon from Jan. 17th 1891 till paid and the costs of this suit. And if said sum of money and the costs of this suit be not paid in 30 days from this date then E. H. Pennington, who is hereby appointed a special commissioner for the purpose, after advertising the time, terms and place of

sale for 30 days ~~at~~ at the post office
in Punnington Gap and at the front
door of the Court house of Lin
County or written or printed notices
posted, will on some Court day
at the front door of the Court house
offer said land ^{for sale} or enough thereof
to pay said sum of money and ^{the} costs of
this suit, at public outcry and to
the highest bidder, on a credit of
twelve months time, except the
costs of this suit and commissions
of sale he will require to be
paid down, and for the deferred
payment he will require from
the purchaser a bond payable to
himself bearing interest from date
of sale and with good personal
security. And he will report his ac-
tion to court. But before entering
upon his duties hereunder, said
Punnington will execute before the
Clerk of this Court a bond in a penalty
of \$200⁰⁰ conditioned as the law re-
quires in such cases. And this
course is continued.

Perminington Gap
in prairie the

vol. } scene

Washcraft

C.O.B. p. 584-5

Enter this
June 8 1897
M. M.

Virginia

At a circuit Court Continued and
held for Lee County at the Court-house
thereof on Tuesday the 8th day of June 1897.
Pennington Gap Improvement Co Complt
vs In Chancery
Wash Craft Deft }

This Cause came on this day to be
heard upon the bill of the Complainant,
and exhibits filed therewith; and it appearing
that order of publication has been duly
made published, and posted, and Comple-
ted 15 days before the first day of this
term of the Court, against Said defendant
and he failing to appear, on motion of
Said Complainant, by its Counsel Said
bill is taken for Confessed. On Consider-
ation of all which, and for reasons
appearing to the Court, it is adjudged
ordered, and decreed that Said Com-
plainant recover from Said defendant
the sum of \$166.67 with legal interest
thereon from Jan'y 17th 1891, till paid
and the Costs of this Suit.

And if Said Sum of money and the
Costs of this Suit be not paid in 30
days from this date then E W Pennington
who is hereby appointed a Special Com-

missioner for the purpose, after advertising the time terms and place of sale for 30 days at the Post office in Pennington Gap. And at the front door of the Court house of Lee County, by written or printed notices posted, will on some Court day at the front door of the Court house offer said land for sale or enough thereof to pay said sum of money, and Costs of this Suit at public outcry, and to the highest bidder, on a credit of twelve months time except the Costs of this Suit and Commissions of Sale. He will require to be paid down, and for the deferred payments he will require from the purchaser a bond payable to himself bearing interest from date of Sale, and with good personal security. And he will report his action to Court. But before entering upon his duties hereunder, said Commissioner will execute before the Clerk of this Court a bond in a penalty of \$200 or, Conditioned as the law requires in such cases. And this Cause is Continued.

A Copy Test: A B Munsey Clerk

Sold to P. G. I. Co
for \$30⁰⁰ 5/14/93
E. H. P.

Virginia. Lee County, to-wit:-

This day, E.W. Pennington, as agent for the Pennington's Gap improvement Company, in person appeared before me, a notary public in and for the county and State aforesaid and made oath that Wash Craft, against whom, said company is about to institute a suit in equity in the circuit court of said county of Lee, is a non-resident of this Commonwealth.

Given under my hand this the 29 day of March, 1897.

... *Alfred H. H.* ... N.P.

Pen. Hapdunpo. Co
vs Rffidavit
Wash Craft.

Pennington's Gap Improvement Co. Complt.,

vs.

Wash Craft

Defendant.

to the Hon. A. L. Miller, Judge of the Circuit Court for Lee County:-

Your undersigned, special commissioner, appointed in said cause, in June, 1897, to sell the lot of land in the bill and proceedings mentioned, beg leave to report, that after advertising the time, terms and place of sale for more than thirty days, by written notices, posted at the front door of the court-house of this county and the post office in the town of Pennington Gap, and at two other places in said town on Monday, August, 16th., 1897, which being a court day, at the front door of the court-house of Lee County, in the presence of a large crowd of people, he offered said lot of land for sale to the highest and best bidder, and on the terms set out in the order appointing me as such commissioner. After trying the sale for a long time, said lot of land, known as lot number *two* in block number *One* in the town of Pennington Gap, was struck off to the Pennington's Gap Improvement Company for the sum thirty dollars, it being the highest and best bidder. It paid to your commissioner the sum of its bid, which your comr. holds subject to the order of the court. This sum is not sufficient to pay the costs of the suit. It is believed ^{to be} all that ever can be gotten for said lot of land, as prices and values for such property has decreased in value, and therefore recommends the confirmation of said sale. All which is respectfully submitted. This August, 20th., 1897.

E. W. Pennington...

Commissioner.

Pennington's Imp
Improvement Co.
vs } Report of
Sale.
Wash Craft.

Filed Sept 19th 1897

A. B. Mursey Clk

LAND SALE!

Pennington's Gap Impro. Co.

Wash Craft

IN CHANCERY.

To carry out the decree entered in the above styled pending cause, on the _____ day of *June* 1897, now in the Circuit Court of Lee County, I will proceed at the front door of Lee courthouse on the *16th* day of *August* 1897 and at public out-cry, to the highest bidder, to sell the following described property, to-wit:

Lot No. Two in block No. One in the town of Pennington Gap, Va

or enough thereof to pay \$*162.75* and the costs of this suit and the commissions of sale, upon the following terms, to wit: Enough cash to pay cost and commission, and the remainder in *two* equal installments due in *One & two years* from the date of sale. The purchaser will be required to execute bonds bearing interest from the date of sale with good personal security.

E. H. Pennington

Special Commissioner.

This *6* day of *July* 1897.

Penningtons Gap Improv'd

vs

Wash Craft

} Gen Chauncy.

Attest Hon. W. A. Miller Judge &c

Your undersigned who was
on the 4th day of Nov. 1897 appointed a
Special Comm. to make and deliver a
deed to the lot of land in the bill
and proceedings mentioned begs
leave to report that he has per-
formed that duty, and herewith
encloses said deed.

All which is respectfully submitted
This 22nd 6th 1897

Robt Pennington

Gen. G. D. D. Co

v. } Report of
Deed

Hash Craft

Filed Nov. 6, 1897

A. B. Munsey
Clerk

In the Clerk's Office of the Circuit Court of the County of
Lee on the 31st day of March 1897.

Pennington Gap Improvement Co Plaintiff
against

In Chancery

Wash Craft Defendant.

The object of this suit is to enforce a Vendors lien of the plaintiff on
lot No 3 in Block No 1 of the Company's plat No 1
of the town of Pennington Gap
And an affidavit having been made and filed that the defendant Wash Craft

a is not resident of the State of Virginia, it is ordered that he do appear here, within fifteen days
after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is
further ordered that a copy hereof be published once a week for four weeks in the South West
Virginian, and that a copy be posted at the front door of the court-house of this County
on the first day of the next term of the County Court.

A copy—Teste:

Pennington Bros p. q.

A. B. Munsey Clerk.

200

Pennington Gap Imp Co

VS.

ORDER
OF
PUBLICATION.

Wash Craft
Pennington Bros & Co
Virginia Lee County to wit:
J. A. B. Munnery Clerk of the
Circuit Court for Lee County
do hereby Certify that I posted
a copy of the within order
of Publication at the front
door of the Court house
of Lee County on the 1st
day of April term of
the County Court of Lee
County. Given under
my hand this the 1st day
of April 1897
J. A. B. Munnery
Clerk

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon

Wash Craft

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *1st* Monday in *May*, 189*7*, to answer a
bill in Chancery, exhibited against *him* in our said court by

Pennington Gap Improvement Company

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *31st* day of *March*, 189*7*, and in the
12 1st year of the Commonwealth.

A.B. Munsey Clerk.

A Copy

Liste A.B. Munsey Clerk

vs. { SUPRENA.
IN CHANCERY.

..... p. q.

To Rules.

CIRCUIT COURT.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon

Wash Craft

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *1st* Monday in *May*, 189*7*, to answer a
bill in Chancery, exhibited against *him* in our said court by

Perrington Gap Improvement Company

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *31st* day of *March*, 189*7*, and in the
12/*1st* year of the Commonwealth.

A. B. Munsey Clerk.

Pennington Gas Imp Co

SUPENA.

vs. {

IN CHANCERY.

Wash Craft

P Bros

p. q.

To 1st May Rules.

CIRCUIT COURT.

Not Executed not
found the defendant
is not living in this
state this May 3rd 1897

W. P. Weston S. L. C.

❁CERTIFICATE OF ORDER OF PUBLICATION.❁

WE, A. M. Goins and W. M. Davidson, editors of the SOUTH-WEST VIRGINIAN, a weekly newspaper published at Jonesville, Lee county, Va., do hereby certify that the annexed notice was published in said paper once a week for four successive weeks, commencing on the

7th day of April 1897.

A. M. Goins
W. M. Davidson } EDITORS.

VIRGINIA.—In the Clerk's Office of the Circuit Court of the County of Lee on the 31st day of March 1897.

Pennington Gap Improvement Co. Plff.
against
Wash Craft, Defendant.
IN CHANCERY.

The object of this suit is to enforce a vendors lien of the plaintiff on Lot No. 2, of Block No. 1 of Company's plat No. 1 of the town of Pennington Gap. And an affidavit having been made and filed that the defendant, Wash Craft, is not a resident of the State of Virginia, it is ordered that he do appear here within fifteen days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the South-west Virginian, and that a copy be posted at the front door of the court house of this County on the first day of the next term of the County Court.

A copy—Teste:

A. B. MUNSEY, Clerk.

Pennington Bros. p. q. 51-52-1-2.

Fee \$5.00

Pay this fee to Capt. Johnson
who will receipt for same,
W. H. Eads,

Perminington & Kemp Co,
158
Wash Croft.

Certificate of Publication.

Plff Costs
 Clerk 6.49
 Tax 1.50
 Shff 50
 atty 15.00
 Printer 5.00
 Estimated 5.00
\$33.49

Pennington Pop Imp Co.

vs. ^{mm} In Chancery.

Wash brief --- ~~right~~

Pennington Pop Imp Co.

1897 1st May rules Spalding executed
 + O.P. for Non Resident
 " 2nd May rules O.P. Complete
 + Cause set for hearing.